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Read 4 March 1755 in Lords



Enacted 28 Geo. TI Private Acts, 648

An ACT for charging the settled and unsettled Estates of Gilbert Caldecot, Esquire, with raising Money, to pay his Debts and Incumbrances; and for limiting his unsettled Estate, so charged, to the Uses of his Marriage-Settlement.

Dereas by Indenture of Seven Parts, bearing Date the Eighteenth Day of February One thousand Seven hundred and Forty-seven, and made, or mentioned to be made, between Gilbert Caldecot, of Beckering, in the County of Lincoln, Esquire, only surviving Son and Heir of Charles Caldecot, late of Fulnetby, in the faid County of Linroln, Esquire, deceased, by Elizabeth Caldecot his Wife, also deceased, and Brother and Heir of Philip Caldecot, late of Lincoln's-Inn, in the County of Middlesex, Equire, deceased, who was eldest Son and Heir of the said Charles Caldecot, by the faid Elizabeth his Wife, of the First Part; Matthew Lamb, of Lincoln's-Inn aforesaid, Esquire, now Sir Matthew Lamb, Baronet, and Hutton Perkins, of Lincoln's-Inn aforesaid, Esquire, of the Second Part; Sarah Duncombe, of Copgrave, in the County of York, Spinster, one of the Daughters of Thomas Duntombe, late of Duncombe Park, in the said County of York, Esquire, deceased, of the Third Part; Thomas Duncombe, of Duncombe Park aforesaid, Esquire, eldest Son and Heir of the faid Thomas Duncombe, deceased, and Coningsby Sibthorpe, of Canwick, in the said County of Lincoln, Esquire, of the Fourth Part; Henry Duncomb, Esquire, one other of the Sons of the said Thomas Duncombe, deceased, and Savile Slingsby, of London, Merchant, of the Fifth Part; Charles Slingsby Duncombe, Esquire, one other of the Sons of the said Thomas Duncombe, deceased, William Burrell Masfingberd, of Ormsby, in the said County of Lincoln, Esquire, and Charles Amcott, of Harrington, in the County of Lincoln, Esquire, of the Sixth Part; and I bomas New. some, of Gray's-Inn, Gentleman, of the Seventh Part; and by other Assurances in the Law, in Confideration of Marriage then intended, and which foon after took effect and was folemnized, between the faid Gilbert Caldecot and Sarah Duncombe, now Sarah Caldecot, and of the Portion or Fortune of the faid Sarah Duncombe, therein mentioned for other Considerations in the said Indenture of Seven Parts expressed, all that Meffuage, Tenement, or Farm, with the Lands and Grounds thereunto belonging fituate, lying, and being, in the Hamlet of Beckering, in the Parish of Holton, in the County of Lincoln, and containing together, by Estimation, Two hundred and Twenty-one Acres, or thereabouts, late or theretofore in the Tenure or Occupation of John Hayworth, his Assigns or Under-tenants, and for which he paid the yearly Rent of One hundred and Ten Pounds; and all that Farm or Tenement, with the Lands and Grounds thereunto belonging, or therewith used, situate, ly. ing, and being, in Beckering aforefaid, containing together, by Estimation, One hundred and Seventeen Acres, or thereabouts, late or theretofore in the Tenure or Occupation of John Beech, his Affigns or Under-tenants, and for which he paid the yearly Rent of Seventy-two Pounds Ten Shillings; and all that Farm and Tenement, with the Lands and Grounds thereunto belonging, or therewith used, fituate, lying, and being, in Beckering aforesaid, and containing together, by Estimation, One hundred and Ninety-seven Acres, or thereabouts, late or theretofore in the Tenure or Occupation of Alexander Knight, his Assigns or Under-tenants, and for which he paid the yearly Rent of One hundred and Thirty Pounds; and all that Messuage, Tenement, or Farm, with the Lands and Grounds thereunto belonging, or therewith used, situate, lying, and being, in Beckering aforesaid, and containing together, by Estimation, Twenty-three Acres and an Half, or thereabouts, late or theretofore in the Tenure or Occupation of John Maumby, his Alfigns or Under-tenants; and for which he paid the yearly Rent of Eighteen Pounds; and all that Messuage, Tenement, or Farm, with the Lands and Grounds thereunto belonging, or therewith used, situate, lying, and being, in Beckering aforefaid, containing together, by Estimation, Seven Acres, or thereabouts, late or theretofore in the Tenure or Occupation of James Wright, his Assigns or Undertenants, and for which he paid the yearly Rent of Seven Pounds, or thereabouts; and all that Farm or Tenement, with the Lands and Grounds thereunto belonging, or therewith used, fituate, lying, and being, in Beckering aforesaid, containing by Estimation Fifty-one Acres, or thereabouts, late or theretofore in the Tenure or Occupation of Farthing Thornbill, his Assigns or Under-tenants, and for which he paid the yearly Rent of Twenty Pounds; and all that Close, or Parcel of Ground, called The Highfield, fituate, lying, and being, in Beckering aforesaid, and containing by Estimation Ninety-nine Acres, or thereabouts, late or theretofore in the Tenure or Occupation of the faid Elizabeth Caldecot, and which was valued at the yearly Rent of Forty Pounds; and all that Close, or Parcel of Ground, called Furlong Close, fituate, lying, and being, in Reckering aforefaid, containing by Ellimation Fifteen Acres and Three Roods, or thereabouts, late or theretofore in the Tenure or Occupation of William Wells, his Affigns or Under-tenants, and for which he paid the yearly Rent of Seven Pounds Ten Shillings; and all that Clote, or Parcel of Ground, called Coney Garth, fituate, lying, and being, in Beckering aforefaid, and containing by Estimation Two Acres and Three Roods, or thereabouts, late or theretofore in the Tenure or Occupation of Thomas Tates, his Alfigns or Under-tenants, and for which he paid the yearly Rent of Three Pounds Ten Shillings; and all that Piece or Parcel of Ground called The Willow Holl, situate in Beckering aforesaid, and containing by Estimation One Acre and an Half, late or theretofore in the Tenure or Occupation of Elizabeth Jackson, her Affigns or Under-tenants, and for which she paid the yearly Rent of Twenty Shillings; and all that Messuage, Tenement, or Farm, with the Lands and Grounds thereunto belonging, or therewith used, situate, lying, and being, in the Townthip of Holton aforesaid, and containing together, by Estimation, Fifty-four Acres, or thereabouts, late or theretofore in the Tenure or Occupation of Richard Muncafter, his Assigns or Under-tenants, and for which he paid the yearly Rent of Twenty Pounds; and all that Messuage, Tenement, or Farm, with the Lands and Grounds thereunto belonging, or therewith used, situate, lying, and being, in Holton aforesaid, and containing together, by Estimation, Seventy Acres, or thereabouts, theretofore in the Tenure or Occupation of Richard Wraby, and afterwards of the said Elizabeth Caldecot, and which was valued at the yearly Rent of Thirtytwo Pounds; and all that Meffuage, Tenement, or Farm, with the Lands and Grounds thereunto belonging, and therewith used, situate, lying, and being, in Holton aforesaid, and containing together, by Estimation, Thirty-seven Acres, or thereabouts, late or theretofore in the Tenure or Occupation of John Hayworth, his Assigns or Under-tenants; and for which he paid the yearly Rent of Ten Pounds; and all that Messuage, Tenement, or Farm, with the Lands and Grounds thereunto belonging, or therewith used, situate, lying, and being, in Holton aforesaid, and containing together, by Estimation, Thirty-two Acres, or thereabouts, late or theretofore in the Tenure or Occupation of Thomas Wray, his Assigns or Undertenants, and for which he paid the yearly Rent of Ten Pounds; and all that Mesfuage, Tenement, or Farm, with the Lands and Grounds thereunto belonging, or therewith used, fituate, lying, and being, in Holton aforesaid, and containing together, by Estimation, Thirty-one Acres, or thereabouts, and late or theretofore in the Tenure or Occupation of William Wells, his Affigns or Under-tenants, and for which he paid the yearly Rent of Twelve Pounds; and all that Messuage, Tenement, or Farm, with the Lands and Grounds thereunto belonging, or therewith used, situate, lying, and being, in Holton aforesaid, and containing together, by Estimation, Thirty-one Acres, or thereabouts, late or theretofore in the Tenure or Occupation of Gilbert Jones, his Assigns or Under-tenants, and for which he paid the yearly Rent of Ten Pounds; and all that Messuage, Tenement, or Farm, with the Lands and Grounds thereunto belonging, or therewith used, situate, lying, and being, in Holton aforesaid, and containing together, by Estimation, Forty Acres, or thereabouts, late or theretofore in the Tenure or Occupation of John Jones, his Affigns or Under-tenants, and for which he paid the yearly Rent of Twelve Pounds Ten Shillings; and all that Meffuage, Tenement, or Farm, with the Lands and Grounds thereunto belonging, situate, lying, and being, in Holton aforefaid, and containing together, by Estimation, Thirty-three Acres, or thereabouts, late or theretofore in the Tenure of John Elliot, his Affigns or Undertenants, and for which he paid the yearly Rent of Ten Pounds; and all those leveral Cottages, Tenements, and Farms, with the Lands and Grounds thereunto severally belonging, and therewith respectively occupied and enjoyed, situate, lying, and being, in Holton aforefaid, and containing together, by Estimation, Sixtythree Acres, or thereabouts, late or theretofore in the several Tenures or Occupations of Arthur Virgo, William Skelton, William Gylliatt, Gilson, John Elhot, Thomas Fisher, John Gilsman, Thomas Hurton, Widow Mackender, John Conyers, Thomas Ashford, Francis Perring, William Mason, Widow Edison, Thomas Tates, William Garner, Thomas Bentley, Richard Randby, and Robert Boyce, their respective Assigns or Under-tenants, and for which they paid several yearly Rents, amounting together to Sixty-fix Pounds Ten Shillings per Annum, or thereabouts; and all that Close, or Parcel of Ground, called Crabtree Close, lying and being in Holton aforesaid, and containing by Estimation One Acre and an Half, or thereabouts, late or theretofore in the Tenure or Occupation of Arthur Virgo, at the yearly Rent of Thirty Shillings; and all that Close, or Parcel of Ground, called Lady Garth, lying and being in Holton aforesaid, and containing by Estimation Two

Acres and an Half, or thereabouts, late or theretofore in the Tenure or Occupa. tion of Edward Ward, at the yearly Rent of Two Pounds Ten Shillings; and all that Piece or Parcel of Furze Ground lying and being in Holton aforesaid, and containing by Estimation One hundred and Fifty Acres, or thereabouts, then oc. cupied in Severalty by the Tenants of the faid Elizabeth Caldecot and Philip Calde. cot, as Part of their respective Farms, in Holton aforesaid; and all that Farm at Holton, otherwise Horaton cum Beckering, in the said County of Lincoln, called The Grange Farm, confisting of One Messuage, with the Appurtenances, and Sixty Acres of arable Land, more or less, Thirty Acres of Meadow, more or less, in Holton aforefaid; and One Close of Pasture in Lissington, otherwise Lissingdale, in the County of Lincoln, then or then late in the Tenure or Occupation of Edward Calvert; and also One other Farm in Holton aforesaid, consisting of a Messuage, with the Appurtenances, and a Grass Garth thereto adjoining, containing by Est. tion One Acre, more or less; Forty Acres of arable Land in the Fields, more or less; Fourteen Acres, more or less, of Meadow; and One Close of Pasture, containing Three Acres, more or less; which Farm was theretofore called Doughty; Farm, and then or late was in the Occupation of John Jones and William Thomp. son; and also One other Farm in Holton aforesaid (sometimes called Maudson's), confifting of One Meffuage, with the Appurtenances; and one Garth or Close of Pasture Ground, containing Two Acres, more or less; Forty Acres, more or less, of arable Lands in the Fields; and Ten Acres, more or less, of Meadow; then or then late in the Possession of William Seaton; and also One Cottage, and Three Acres of arable Land, Meadow and Pasture, in Holton aforesaid, then or late in the Occupation of William Beckwith; and also Three Cottages, with their respective Appurtenances, in Holton aforefaid; and Four Acres, more or less, of arable Land, in the rields there; and I wo Leys of Meadow, in a Close called Close of Leys, about Half an Acre, all in Holton aforefaid, then or then late in the Occupation of Thomas Curtis; and also a Cottage in Holton aforesaid, then or then late in the Occupation of Jane Mumby; all which faid Messuages, Farms, Lands, Tenements, and Hereditaments, therein before-mentioned and described, then or late were in the several Tenures or Occupations of Richard Muncaster, Gilbert Jones, John Jones, William Rose, Robert Linford, William Seaton, John Ellill, John Butler, Elizabeth Colbert, Thomas Room, Joseph Garrat, Richard Perrin, James Wheatley, Thomas Curtis, Richard Thompson, John Smith, Thomas Ashford, William Rawsby, William Mason, Thomas Yates, William Symes, William Beckworth, Charles Belwood, Arthur Virgo, Mary Hurton, John Wilkinson, Richard Ranby, Elizabeth Perrin, George Clayton, Elizabeth Jackson, Jane Mumby, Charles Marshall, John Garnis, John Shaw, Richard Lacey, Thomas Edmonds, and Hurton Barker, their respective Affigns or Under-tenants; and all that Messuage, Tenement, or Farm, with the Lands and Grounds thereunto belonging, or therewith used, situate, lying, and being, in Fulnetby, in the faid County of Lincoln, and containing together, by Estimation, Ninety-one Acres, or thereabouts, theretofore in the Tenure or Occupation of Francis Taylor, and then or then late of William Ward, or his Assigns, at the yearly Rent of Fifty-two Pounds; and all that Piece or Parcel of Ground called The Park, fituate, lying, and being, in Fulnetby aforefaid, near Holton Field, and containing by Estimation Eleven Acres, or thereabouts, theretofore in the Tenure or Occupation of John Conyers, and then or then late of Kichard Muncaster, his Assigns or Under-tenants, at the yearly Rent of Seven Pounds; and all and every other the Freehold Messuages, Farms, Lands, Tenements, Rents and Hereditaments, of him the faid Gilbert Caldecot, or whereof or wherein he, or any Person or Persons in Trust for him, had any Estate of Inheritance in Possession, Reversion, Remainder, or Expectancy, situate, lying, and being, or arising, in or within the several Towns, Parishes, Fields, Precincts, or Territories, of Holton, Beckering, Holton with Beckering, and Fulnetby alias Fonaby, or any of them, in the faid County of Lincoln, and all Houses, Outhouses, difices, Buildings, Barns, Stables, Yards, Backfides, Orchards, Gardens, Hedges, Ditches, Mounds, Fences, Commons, Common of Pasture, Trees, Woods, Underwoods, Profits, Commodities, Advantages, and Appurtenances whatsoever, to he faid Messuages, Farms, Lands, Tenements, Hereditaments, and Premises, elonging, or in any-wife appertaining, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits, of all and singular the same Premises, were settled, limited, and affured, to the Use of the said Gilbert Calecot, for his Life, without Impeachment of Waste; Remainder to the Use of he faid Thomas Duncombe and Coningsby Sibthorpe, and their Heirs, during the life of the faid Gilbert Caldecot, in Trust, to preserve the contingent Remainders; and, after his Decease, to the Use, Intent, and Purpose, that the said darab Duncombe, and her Assigns, might, after the Decease of the said Gilert Caldecot, have and receive, out of the same Premises, One Annuity, or early Rent-charge, of Six hundred Pounds, free from all Taxes and Reprizes, during her Life, by Quarterly Payments, in lieu of her Jointure, and Bar of her Dower, with Powers of Entry and Distress, and Perception of the Rents and Profits of the same Premises, for better securing the said Rent-charge, and all Arrears thereof; and as to all the faid Premises so charged with the faid annual Rent, as aforefaid, immediately after the Death of the faid Gilbert Caldecot; to the Use of the said Henry Duncombe and Savile Sling by, their Executors, Administrators, and Assigns, for the Term of Two hundred Years; upon Trust, by the Ways and Means therein mentioned, or the better securing and recovering the said Rent-charge, and all Arrears hereof; and immediately after the End, Expiration, or other fooner Deternination, of the faid Term, then as to, for, and concerning, all and every the faid Meffuages, Farms, Lands, Tenements, Hereditaments, and Premises, which are tuate, lying, and being, in the Town, Parish, Fields, Precincts, or Territories, of Fulnetby atoresaid, with their and every of their Rights, Members, and Appurenances, to the Use of the said Gilbert Caldecot, his Heirs and Assigns, for ever; and 23 to, for, and concerning, all the rest of the Premises afore-mentioned, with their and every of their Rights, Royalties, Members, and Appurtenances, immediately after the Determination of the feveral Uses and Estates therein before limited and declared thereof, and as the fame Uses and Estates should respectively end and determine; to the Use of the said Charles Kingsby Duncombe, William Burrell Maffingberd, and Charles Amcott, their Executors, Administrators, and Affigns, or the Term of Five hundred Years, in Trust, for raising Portions for the Children of the said intended Marriage (other than an eldest for only Son); that is to say, the Sum of Four thousand Pounds, in case there shall be but One such Child: and if there should be Two such Children, and no more, then the Sum of Six thousand Pounds; and if there should be Three or more such Children, then the Sum of Eight thousand Pounds, to be paid at such Times and in such Manner as is herein mentioned; and after the End or other sooner Determination of the said Term of Five hundred Years; to the Use of the First and every other Son of the Body of the faid Gilbert Caldecot, on the Body of the faid Sarah Duncombe, now barab Caldecot, lawfully to be begotten, successively in Tail Male; and, in Default of fuch Issue, to the Use of the said Gilbert Caldecot, his Heirs and Assigns, or ever; in which said recited Indenture of Seven Parts is contained a Power for he said Gilbert Caldecot, at any time or times, during his Life, to demise, lease, or grant, all or any Part of the faid Premises unto any Person or Persons, for any Term or Number of Years not exceeding Twenty-one Years, in Possession, and not in Reversion, or by way of suture Interest, at the best and most improved rearly Rent that could be gotten for the same, without taking any Fine, and so is there should be contained in such Leases a Condition of Re-entry, for Nonpayment of the Rents thereby respectively to be reserved, and so as such Lease or

Leases should not be made dispunishable of Waste, and the Lessees execute Counterparts thereof:

and whereas the faid Gilbert Caldecot, and Sarab his Wife, have been married near Seven Years, and have not any Issue between them, now living:

and whereas the faid Gilbert Caldecot hath laid out a confiderable Sum of Money in inclosing the Estates at Holton and Beckering, and in making, planting, and propagating Quick Fences for separating and dividing the same:

and whereas a confiderable Improvement hath been made of the faid Estate fince the said Marriage, by reason whereof the Rents may be now advanced about One hundred and Fifty Pounds a Year; and if the like Fencing and Inclosures to pursued, supported, and preserved, a still greater Improvement and Increase will be made and produced in the Value and yearly Income of the said Estate:

and inhercas the faid Gilbert Coldecot, on this and other Occasions, has been obliged to contract several Debts to the Amount of Ten thousand Pounds, and up wards; and for securing the Payment whereof, his Life-Estate in the Premiss comprised in his said Marriage-Settlement is subject and engaged, and, by the Me thods that may be prosecuted and made use of for recovering the said Debts, the said Estate will come into the Hands and Possession of his Creditors, whereby the intended Improvement thereof will be prevented and deseated, and he and his Family be, in a great measure, deprived of proper Means of Subsistence:

and whereas the faid Gilbert Caldecot is seised and possessed of, or intitled to divers Freehold and Leasehold Lands and Tenements in the County of Livella of the clear yearly Value of Two hundred and Twenty Pounds, and upwards, which are not settled on his Issue by the said Marriage-Settlement, but are or may be affected with, and liable to, his Debts above-mentioned:

And whereas, by Indenture bearing Date the Twenty-second Day of April One thousand Seven hundred and Fifty-sour, and made, or mentioned to be made, between the said Gilbert Caldecot, and Sarab his Wise, of the one Part; and the said Thomas Duncombe, of the other Part; after taking Notice of the said Marriage Settlement, and of the said Debts of Ten thousand Pounds, and that the said Gilbert Caldecot had no Means of discharging or satisfying the said Debts, unless by Sale or Mortgage of a competent Part of the settled Estate; it was mutually agreed by and between all the said Parties, that they would apply for, and endeavour to obtain, an Act, to be passed in this present Session of Parliament, as well for the raising the said Sum of Ten thousand Pounds for discharging the said Debt of the said Gilbert Caldecot, as also for the raising, paying, and securing thereous, the annual Rent or yearly Sum of Two hundred Pounds unto the said Sarah Caldecot, during the joint Lives of her and the said Gilbert Caldecot her Husband for her separate Use and Disposition, as a Consideration for her consenting such Act.

 the Hands of his Creditors, whereby the Improvement already made thereof would be defeated, and any future Improvement thereof prevented; and the faid Sarab Caldecot, for the Preservation of her said Husband, and his Estate, is willing and desirous to accept of an Estate, for her Life, by way of Jointure, upon Part of the settled and unsettled Estate herein after mentioned, so as the same be discharged and exonerated of all the said Debts and Incumbrances, and so as all the said unsettled Estate be limited and assured unto, and for the Benesit of, her Issue by her said Husband, in case there should be any between them, as a Compensation for the Prejudice that might happen to them by charging the settled Estate; and she is therefore consenting and desirous, that Part of the said settled Estate may be charged with, and contributory to, the raising Money for discharging the Debts of her Husband; But, as this cannot be effected, without the Aid of an Act of Parliament;

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Therefore, your Majesty's most Dutiful and Loyal Subjects the said Gilbert Caldecot, and Sarab Caldecot, his Wife, Thomas Duncombe, and Gonningsby Sibtborpe,

Do most humbly beseech Your MAJESTY,

That it may be Enacted; And be it Enacted, by the KING's most Excellent MAJESTY, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all and every the Messuages, Farms, Lands, Tenements, and Hereditaments, situate, lying, and being, in the Hamlet of Beckering, in the Parish of Holton aforesaid, herein before mentioned to have been in the several Tenures or Occupations of John Hayworth, John Beech, Alexander Knight, John Maumby, James Wright, Farthing Thornbill, Elizabeth Caldecot, William Wells, Thomas Yates, and Elizabeth Jackson, respectively, their respective Assigns or Undertenants, at the several yearly Rents of One hundred and Ten Pounds, Seventytwo Pounds Ten Shillings, One hundred and Thirty Pounds, Eighteen Pounds Seven Shillings, Twenty Pounds, Forty Pounds, Seven Pounds Ten Shillings, Three Pounds Ten Shillings, and Twenty Shillings, and all and every other the Meffuages, Farms, Lands, Tenements, and Hereditaments, in Beckering aforefaid, which in and by the faid recited Marriage-Settlement were fettled, limited, and affured, unto, upon, or for, the Benefit of the said Gilbert Caldecot, and the said Sarah his Wife, and the Issue between them Two to be begotten, in manner herein before mentioned, with their and every of their Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits, of all and singular the faid Premises, shall, from and after the Twenty-fifth Day of March One thouland Seven hundred and Fifty-five, be vefted in, and fettled upon, and the same are hereby vested in, and settled upon, the said Henry Duncombe and William Burrell Massing berd, their Executors, Administrators, and Assigns, for and during the Term of One thousand Years, to commence and be computed from the said Twenty-fifth Day of March One thousand Seven hundred and Fifty-five, and fully to be complete and ended, freed and discharged, and absolutely acquitted, exempted, and exonerated, of, from, and against, all the Uses, Estates, Trusts, Powers, Provisoes, and Limitations, in and by the same Settlement limited, expressed, and declared, of and concerning the same; but, nevertheless, upon the Trusts, and to and for the Ends, Intents, and Purposes, and subject to the Provisoes and Declarations, herein after mentioned, expressed, and declared, of and concerning the same; and, immediately after the End, Expiration, or other fooner Determination, of the faid Term of One thousand Years, and subject thereto, to the Use of the said Gilbert Caldecot, for his Life; and, after his Death, in case the said Sarah Caldecot shall survive him,

for and towards raising and paying to her, and her Assigns, such yearly Sum of Money, from time to time, as the clear yearly Rents and Profits of the Premises in Holton and Fulnetby, alias Fonaby, herein after limited to her, for her Life, for her Jointure, shall sall short of the clear yearly Sum of Six hundred Pounds, and subject thereto, to, for, and upon, such and so many of the Uses, Estates, Trusts, Powers, Provisoes, and Limitations, in and by the said Marriage. Settlement limited, created, and declared, of and concerning the same Premises, to take Essect after the Death of the said Gilbert Caldecot, as shall be then existing undetermined, or capable of taking Essect.

And it is hereby Enacted and Declared, That the faid Meffuages, Farms, Lands, Tenements, Hereditaments, and Premises, in Beckering aforesaid, herein before limited to the said Henry Duncombe and William Burrell Massingberd, their Executors, Administrators, and Assigns, for the said Term of One thousand Years, are and were so limited to them; upon the Trusts, and to and for the Ends, In. tents, and Purposes, and subject to the Provisoes and Declarations herein after mentioned, expressed, and declared, of and concerning the same; that is to say, Upon Trust, that they the said Henry Duncombe and William Burrell Massingberd, or the Survivor of them, or the Executors or Administrators of such Survivor, shall and do, by Mortgage or Demise of the said Messuages, Lands, Tenements, He. reditaments, and Premises, or any Part thereof, for all or any Part of the said Term of One thousand Years, raise and levy any Sum or Sums of Money, not exceeding in the whole the Sum of Ten thousand Pounds of lawful Money of Great Britain, and do and shall pay, apply, and dispose of, the Money so to be raised, as aforesaid, in Manner and for the Purposes herein after mentioned (that is to fay), In the First Place, for the paying and defraying the Charges and Expences incident to and attending the passing this Act; and, in the next Place, in and for the Payment and Discharge of the several Debts and Sums of Money mentioned and specified in the Schedule hereunto annexed, and all Interest due, and to grow due, for fuch of them respectively as carry Interest; and also, upon Trust, that they the faid Henry Duncombe and William Burrell Massingberd, or the Survivor of them, or the Executors or Administrators of such Survivor, shall and do, from time to time, after any fuch Mortgage or Mortgages shall be made by and out of the Rents, Issues, and Profits, of the Premises, which they are hereby impowered and intrusted to mortgage, keep down the Interest of the Money which shall, from time to time, be due and owing upon any fuch Mortgage or Mortgages, by paying fuch Interest as the same shall, from time to time, become due; and also do and shall permit and suffer the Residue and Surplus of the Rents and Profits of the fame Premises, which shall remain after Payment of such Interest, and the fupplying fuch Deficiency in the Jointure-Estate of the said Sarab Caldecot, as aforefaid, to be had, received, and taken, by the Person and Persons to whom the Reversion and Remainder of the Premises immediately expectant on the Determination of the faid Term shall, for the Time being, belong or appertain.

And it is hereby further Enacted and Declarer, by the Authority aforesaid, That all that Messuage, Tenement, or Farm, with the Lands and Grounds thereunto belonging, or therewith used, situate, lying, and being, in Lissington, in the County of Lincoln, now or late in the several Tenures or Occupations of Robert Fitchet, Robert Legard, Mr. Stephenson, and Gilbert Jones, their respective Assigns or Under-tenants, at the several yearly Rents of Ten Pounds, Ten Pounds, Eight Pounds, and Five Pounds; and all those Copyhold Messuages, Tenements, or Farms, with the Lands and Grounds thereunto belonging, or therewith used, situate, lying, and being, in Reepham, in the said County of Lincoln, now or late in the Tenures or Occupations of Mr. Proster, William Hammond, Mr. Perkins,

and William Watson, their respective Assigns or Under-tenants, at the several yearly Rents of Twenty-eight Pounds One Shilling and Ten Pence, Seventeen Pounds and Ten Shillings, and Four Pounds and Fifteen Shillings; and all that Messuage, Tenement, or Inn, called The Antelope Inn, fituate, lying, and being, in the Bail of Lincoln, with a Cottage called Roger's Cottage, and some Ground in the Castle Dykes therewith used and enjoyed, and containing together about Two Acres, now or late in the Tenure or Occupation of Robert Smeeton, his Assigns or Undertenants; and all that Meffuage, Tenement, or House, situate in the Bail of Lincoln aforesaid, now or late in the Tenure of Mr. Stennet, a Butcher, his Assigns or Under tenants; and all that Meffuage or Tenement fituate and being in the Bail of Lincoln aforelaid, now or late in the Tenure or Occupation of Widow Rogers, her Affigns or Under-tenants; and all that Part of a Messuage or Tenement, situate and being in the Bail of Lincoln aforesaid, consisting of a Barber's Shop, Chamber, and Garret, now or late in the Occupation of John Harrison, his Assigns or Undertenants; and all that Cottage or Tenement, situate in Saint John's Parish, in Lincoln aforesaid, formerly in the Tenure of John Papes, at the yearly Rent of Twenty Shillings; and all that Meffuage or Tenement, with an Orchard thereto adjoining, fituate and being in Lincoln aforefaid, now or late in the Tenure or Occupation of John Parlby; and all that Close or Pasture of Ground, situate in Newport, in Lincoln afcresaid, containing by Estimation One Acre, heretofore in the Tenure or Occupation of Samuel Peck, and now or late of the faid Gilbert Caldecot; and all that Close called Truswell's Close, lying and being in Lincoln aforesaid, and containing by Estimation One Acre and an Half, or thereabouts, now or late in the Occupation of Widow Truswell; and all that Garden, lying and being in Lincoln aforefaid, containing by Estimation One Acre and an Half, late in the Tenure or Occupation of John Smart, at the yearly Rent of Three Pounds Ten Shillings; and all and every other the Freehold, Copyhold, and Leafehold, Messuages, Farms, Lands, Tenements, and Hereditaments, whatfoever, of him the faid Gilbert Caldecot, or whereof or wherein he or any Person or Persons in Trust for him, now have or hath any Estate or Interest whatsoever, situate and being in the City and Bail of Lincoln, and in the feveral Towns, Parishes, Fields, Precincts, or Territories, of Listington, alias Listingdale, and Reepham, or either of them, in the said County of Lincoln; and all Houses, Outhouses, Edifices, Buildings, Barns, Stables, Yards, Backsides, Orchards, Gardens, Hedges, Ditches, Mounds, Fences, Commons, Common of Pasture, Trees, Woods, Underwoods, Profits, Commodities, Advantages, and Appurtenances, whatfoever, to the faid last-menmentained Messuages, Farms, Lands, Hereditaments, and Premises, belonging, or in any-wife appertaining, or therewith used, held, occupied, and enjoyed, as Part, Parcel, or Member, thereof; and the Reversion and Reversions, Remainder and Remainders, of all and fingular the fame Premises, shall, from and after the faid Twenty-fifth Day of March One thousand Seven hundred and Fifty-five, be settled upon, and vested in, and the same are hereby, from thenceforth, settled upon, and vested in, the said Henry Duncombe and William Burrell Massingberd, their Heirs, Executors, Administrators, and Assigns, respectively, according to the Nature and Quality of the Estates and Interests in the same Premises.

And it is hereby Enacted and Declared, That the said Freehold, Copyhold, and Leasehold Messuages, Lands, Tenements, Hereditaments, and Premises, herein last before settled upon, and vested in, the said Henry Duncombe and William Burrell Massingberd, their Heirs, Executors, Administrators, and Assigns, respectively, as aforesaid, are and were so vested in them upon the Trusts, and to and for the Ends, Intents and Purposes, herein after-mentioned; that is to say, Upon Trust, that they the said Henry Duncombe and William Burrell Massingberd, or the Survivor of them, or the Heirs, Executors, or Administrators, of such Survivor, shall and do, by

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Mortgage or Demise of the said last-mentioned Premises, or of a competent Part thereof, raise and levy so much and such Part of the said Sum of Ten thousand Pounds, hereby directed and appointed to be raised under the Trusts of the said Term of One thousand Years, for the Purpose aforesaid, as they the said Trustees, or the Survivor of them, or the Heirs, Executors, or Administrators, of such Sur. vivor, shall think fit, requisite, and expedient, and apply and dispose of the Mo. ney fo to be raifed to and for fuch and the fame Uses and Purposes as are herein before directed and appointed, of and concerning the faid Sum of Ten thousand Bounds; and also upon Trust, that they the faid Henry Duncombe and William Burrell Maffingberd, or the Survivor of them, or the Heirs, Executors, or Administrators, of fuch Survivor, shall and do settle, convey and assure, such Part and Parts of the Meffuages, Farms, Lands, Hereditaments, and Premiles, hereby velted in them, as aforesaid, as shall not have been mortgaged pursuant hereto, and the Equity of Redemption of fuch Part and Parts of the same Messuages, Farms, Lands, He. reditaments, and Premises, as shall have been mortgaged in pursuance of this Act, to, for, upon, and subject to, the several Uses, Trusts, Powers, Provisoes, and Limitations, herein before limited, expressed, and declared, of and concerning the faid Messuages, Farms, Lands, Tenements, Hereditaments, and Premises, in Beckering aforesaid, subject to, and after the Determination of the said Term of One thousand Years, as aforesaid, or such and so many of them as shall be then existing, undetermined, or capable of taking Effect, fo far as, from the Nature and Quality of the faid Eflates, the same can be done and effected.

Ant it is hereby further Enacted and Declared, That in the mean time, and until such Mortgage or Mortgages shall be made in pursuance of this Act, the said Henry Duncombe and William Burrell Massingberd, and their Heirs, Executors, and Administrators, shall and do permit and suffer the Rents, Issues, and Profits, of the Premises hereby vested in them, to be had, received, and taken, by such Person or Person as should or ought to receive the same, in case such Settlement hereby directed to be made thereof, as aforesaid, was accordingly made and executed; and also, that after the said Mortgages shall be so made, and before the Settlement hereby directed shall be made and executed in pursuance of this Act, the said Henry Duncomb and William Burrell Massingberd, and the Survivor of them, and the Heirs of such Survivor, shall permit the Surplus of the Rents and Profits of the same Premises, which shall remain after Payment of the Interest to grow due upon the Mortgage or Mortgages, to be made in pursuance thereof, to be received by the Person and Persons, who should and ought to receive the same, in case such Settlement was made and executed pursuant to this Act.

Described always, and it is hereby further Enacted and Declared, by the Authority aforesaid, That all and every Person and Persons, who shall advance and lend any Money upon any Mortgage or Mortgages to be made in pursuance of this Act, shall, upon Payment of such Mortgage-money to the said Henry Duncombe and William Burrell Massingberd, or the Survivor of them, or the Heirs of such Survivor, and their or his signing Receipts for the same, be well and effectually discharged from such Mortgage-money; and, after such Receipt or Receipts, such Mortgagee and Mortgagees shall not be answerable or accountable for any Loss of Misapplication of the said Mortgage-money, or any Part thereof.

And it is hereby further Enacted, by the Authority aforesaid, That all and every the Messuages, Cottages, Farms, Lands, Tenements, and Hereditaments, situate, lying, and being, in Holton aforesaid, herein before-mentioned to have been in the several Tenures or Occupations of Richard Muncaster, Elizabeth Caldecot, John Hayworth, Thomas Wray, William Wells, Gilbert Jones, John Jones, John Foliate Cot, John Hayworth, Thomas Wray, William Wells, Gilbert Jones, John Foliate Cot, John Hayworth, Thomas Wray, William Wells, Gilbert Jones, John Foliate Cottages, John Hayworth, Thomas Wray, William Wells, Gilbert Jones, John Foliate Cottages, John Foliate Cottages, John Hayworth, Thomas Wray, William Wells, Gilbert Jones, John Foliate Cottages, John Foliate Cottages, John Foliate Cottages, John Foliate Cottages, Farms, Lands, Tenements, and Hereditaments, situates, lands and Hereditaments, situates, lands and Hereditaments, fitting the foliates of the Property of the Pr

Elliot, Arthur Virgo, William Skelton, William Gylliatt, Gilson, John Elliott, Thomas Fisher, John Gilfman, Thomas Hurton, Widow Mackender, John Conyers, Thomas Ashford, Francis Perring, William Mason, Widow Edison, Thomas Yates, William Garner, Thomas Bentley, Richard Randby, Robert Boyce, Edward Ward, the Tenants of Elizabeth Caldecot and Philip Caldecot, Edward Calvert, John Jones, William Thompfon, William Seaton, William Beckwith, Thomas Curtis, and Jane Mumby, respectively, their respective Assigns or Under-tenants, at the several yearly Rents of Twenty Pounds, Thirty-two Pounds, Ten Pounds, Ten Pounds, Twelve Pounds, Ten Pounds, Twelve Pounds and Ten Shillings, Ten Pounds, Sixty-fix Pounds and Ten Shillings, Thirty Shillings, and Two Pounds and Ten Shillings; and also the said Mesjuage, Tenement, or Farm, with the Lands and Grounds thereto belonging, fituate, lying, and being, in Fulnetby aforesaid, herein before-mentioned to have been in the Tenure or Occupation of William Ward, or his Assigns, at the yearly Rent of Fiftytwo Pounds; and the faid Piece or Parcel of Ground, called The Park, situate, lying, and being, in Fulnetby aforefaid, near Holton, herein before-mentioned to have been in the Tenure or Occupation of the faid Richard Muncaster, at the yearly Rent of Seven Pounds; and also all and every other the Messuages, Farms, Lands, Tenements, and Hereditaments whatsoever, situate, lying, and being, in Holton and Fulnetby aforesaid, or either of them, comprised in, and settled, conveyed, and affured by, the faid Marriage-Settlement, herein before-recited, with their and every of their Appurtenances; and the Reversion and Reversions, Remainder and Remainders, of the same Premises, shall, from and after the said Twenty-fifth Day of March One thousand Seven hundred and Fifty-five, be vested in and settled upon, and the same are hereby from thenceforth vested in, and settled upon, the said Henry Duncombe and William Burrell Massingberd, their Heirs and Assigns, freed and difcharged, and absolutely acquitted, exonerated, and indemnified, of, from, and against, all and every the Uses, Estates, Trusts, Powers, Provisoes, and Limitations, in and by the faid Marriage-Settlement limited, created, provided, and declared, of and concerning the same; but nevertheless to, for, upon, and subject to, the several Uses, Trusts, Powers, Provisoes, and Limitations, herein after-mentioned, expressed, and declared; that is to fay, As to, for, and concerning, all those Messuages, Farms, Lands, Tenements, Hereditaments, and Premites, lituate and being in the Lordthip or Township of Holton aforesaid, and now or late in the Tenure or Occupation of Mr. Dowse, John Jones, Gilbert Jones, John Butler, William Seaton, William Linford, and William Rawsby, and for which they pay the yearly Rents of Twenty-four, Pounds, Sixty-seven Pounds, Sixty-five Pounds, Twenty-eight Pounds, Forty-eight Pounds, Forty-two Pounds, and Fourteen Pounds and Four Shillings, respectively, with their and every of their Appurtenances, to the Use and Behoof of the said Henry Duncombe and William Burrell Massingberd, their Executors, Administrators, and Affigns, for and during the Term of One hundred Years, to commence from the Twenty-fifth Day of March, One thousand Seven hundred and Fifty-five, and fully to be complete and ended, upon the Trusts, and to and for the Purposes, and subject to the Provisoes and Declarations herein after-mentioned, expressed, and declared; and as to, for, and concerning, the Premises so comprised in the said Term of One hundred Years, immediately after the Determination of the same Term; and as to all other the Messuages, Farms, Lands, Tenements, Hereditaments, and Premises, in Holton and Fulnetby, otherwise Fonaby, aforesaid, immediately after the faid Twenty-fifth Day of March One thousand Seven hundred and Fifty-five, to the Use of the said Gilbert Caldecot, for his Life, without Impeachment of Waste, with Power for him to make Leases for any Term, not exceeding Twenty-one Years, at the improved Rent; and, immediately after the Determination of that Estate, to the Use of the said Thomas Duncombe and Coming by Sibtborpe, and their Heirs, during the Life of the faid Gilbert Caldecot, in Trust, to preferve the contingent Remainders herein after limited, by making Entries, and bringing

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bringing Actions, as Occasion shall require; yet to permit and suffer the Rents and Profits of the same Premises to be received by the said Gilbert Caldecot, during his Life; and, immediately after his Decease, to the Use of the said Sarab Caldecot, his Wife, for her Life, for her Jointure, and in bar of her Dower, with the like Power to make Leases; and, after the Decease of the Survivor of them, to the Use of the said Henry Duncombe and William Burrell Massingberd, their Executors, Administrators, and Assigns, for and during the Term of Five hundred Years, upon Trust, by the Ways and Means in and by the said Marriage-Settlement mentioned and appointed in that behalf, to raise and levy such Portions, and Maintenance, for the Daughters and younger Sons between them the said Gilbert Caldecot and Sarab his Wise begotten, or to be begotten, as are provided and directed to be raised for them, respectively, by and under the Trusts of the Term of Five hundred Years, limited in and by the same Settlement; and, immediately after the Determination of the said Term of Five hundred Years, to such Uses as in and by the same Settlement are limited, of the Inheritance of the same Premises, expectant upon, and to take Effect after, the Determination of the said Term of Years thereby limited.

and it is hereby Enacted and Declared. That the faid Term of One hundred Years, so hereby limited to them the said Henry Duncombe and William Burrell Massingberd is upon Trust, and to the Intent that they, or the Survivor of them, or the Executors or Administrators of such Survivor, shall and do, by and out of the Rents, Issues, and Profits, of the Premises, comprised in the said Term, raife and levy, during so many Years of the said Term as the said Gilbert Caldecot and Sarab his Wife shall jointly live, One Annuity or yearly Sum of Two hundred Pounds, of lawful Money of Great Britain, free from all Deductions for, or in respect of, any Taxes, Assessments, or other Impositions whatsoever, already imposed, or hereafter to be imposed, and pay, apply, and dispose of the same to such Person and Persons, and to and for such Uses, Intents, and Purposes, as the said Sarah Caldecot shall, notwithstanding her Coverture, from time to time, by Writing under her Hand, order, direct, or appoint; and, for want of fuch Direction or Appointment, into her own proper Hands, to the Intent the same may be for her fole and separate Use and Disposition, and may not be subject to the Debts, Disposal, Engagements, or Control, of the faid Gilbert Caldecot her Husband; and for which the Receipt and Receipts of the faid Sarab Caldecot, under her Hand, or of fuch Perfon or Persons as she shall appoint to receive the same, shall, notwithstanding her Coverture, be, from time to time, a sufficient Discharge to the Trustee or Trustees of the faid Term for fo much of the faid Annuity or yearly Sum of Two hundred Pounds, as in such Receipt or Receipts shall be acknowleded or expressed to be paid; the said Annuity or yearly Sum of Two hundred Pounds to be paid Quarterly, at or on the Feasts of the Annunciation of the Blessed Virgin Mary, the Nativity of Saint John the Baptist, the Feast of Saint Michael the Archangel, and the Birth of our Lord Christ, in every Year, by equal Portions; the First Payment thereof to begin and be made at or on the Feast of the Nativity of Saint John the Baptist, One thousand Seven hundred and Fifty-five; and also shall and do permit and suffer the said Gilbert Caldecot, and his Assigns, to continue in Possession of the Farms, Lands, Tenements, and Premises, herein last before-mentioned and described, until some of the Quarterly Payments of the faid yearly Sum of Two hundred Pounds shall be in Arrear, and unpaid, for Twenty-eight Days after any of the Feasts herein before mentioned and appointed for Payment thereof; and afterwards shall and do permit and fuffer the Residue and Surplus of the Rents and Profits of the same Permises, which shall remain after Payment of the said yearly Sum of Two hundred Pounds, and all Arrears thereof, to be had, received, and taken by the faid Gilbert Caldecot, and his Affigns. 1320

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he Trustees herein before-named, for the Purposes afore-mentioned, shall ot, nor shall any of them, or the Heirs, Executors, or Administrators, of any of them, be answerable or accountable for any Money to be received by rirtue of the Trusts hereby in them reposed, any otherwise than each Person for such Sum and Sums of Money as he or they shall respectively actually receive; and that no one of them shall be answerable or accountable for the Acts, Receipts, Neglects, or Defaults, of the other of them; and also, that they the said Trustees, and the Survivor of them, and the Heirs, Executors, and Administrators, of such Survivor, shall and may, by, and out of, the Rents of the Lands and Hereditaments hereby vested, or out of the Money arising by such Mortgage or Mortgages, retain to and reimburse themselves, for all Costs, Charges, Damages, and Expences, as they respectively shall or may sustain, or be put unto, in and about the Execution of the Trusts hereby in them reposed.

Saving always to the KING's most Excellent Majesty, his Heirs and Succeffors, and to all and every other Perfon and Perfons, Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators Other than and except the faid Gilbert Caldecot and Sarab his Wife, and the First and every other Son of the faid Gilbert Caldecot, on the Body of the faid Sarah Caldecot his Wife begotten, or to be begotten, and the Heirs Male of the Body and Bodies of fuch Son and Sons respectively, and the Heirs, Executors, and Administrators of the said Gilbert Caldecot, and the said Trustees in the said recited Marriage-Settlement named, either to preferve the contingent Remainders, or to execute the Trusts of the said Term of Five hundred Years, their respective Heirs, Executors, Administrators, and Affigns, and all and every other Person and Persons claiming, or to claim, any Use, Trust, Estate, Right, Title, or Interest, either in Law or Equity, of, in, to, or out of, the several Messuages, Farms, Lands, Tenements, Hereditaments, and Premises, vested by virtue of, or under, the Limitations of the faid Marriage-Settlement, or any Part thereof); All such Estate, Right, Title, Interest, Benefit, Property, Claim, and Demand whatsoever, of, in, to, or out of, the Premises vested or affected by this Act, as they, every, or any of them, had before the Passing of the same, or could or might have had, in case this Act had not been made.

THE

SCHEDULE

Referred to by this ACT.

O Miss Theophania Caldecot, by Mortgage -	-	1435	0	0
To Mr. Clarke, by Mortgage	-	400	0	0
To Mr. Champion Dymoke, by Mortgage	10 00	300	0	0
To Coningsby Sibthorp, Esquire, by Mortgage -		300	0	0
To John Delafont, Esquire, by Mortgage		300	0	0
To Mr. Philip Young, by Mortgage -		200	0	0
To Coningsby Sibthorp, Esquire, by Mortgage -	-	136	0	0
To Mrs. Mary Richmond, by Mortgage -	-	110	0	0
To Jones Raymond, Esquire, by Bond	-	750	0	0
To Mr. Stephen Hunt, by Bond	-	600	0	0
To Mr. Bacon, by Bond — — —	-	400	0	0
To Richard Creffy, Esquire, and Mrs. Alice Creffy, by Bond	10-101	300	0	0
To Mr. Marmaduke Metcalfe, by Bond -	-	300	0	0
To the Reverend William Trever, by Bond — —	-	300	0	0
To Mr. Edward Nettleship, by Bond — — —	-	300	0	0
To Mrs. Ursula Pole, by Bond — — —	-	260	0	0
To James Ward, Esquire, by Bond	-	200	0	0
To Mr. Samuel Goulding, by Bond	-	200	0	0
To Mr. George Appleby, by Bond	-	200	0	0
To Mr. John Curtis, by Bond — — — —	-	200	0	0
To Mr. John Nelthorpe, by Bond	_	100	0	0
To the Reverend Thomas Booth, by Bond — —	_	100	0	0
To Mrs. Lucy Knight, by Bond — — —	-	100	0	C
To Mr. Edward Scarisbrick, by Bond -	-	100	0	0
To Mr. Edward Nettleship, by Bond	-	100	0	0
To Mr. Henry White, by Bond —	-	100	0	C
To the Reverend John Jenkinson, by Bond — —	-	100	0	C
To Solomon Small, by Bond — — —	-	100	0	C
To Mrs. Anne Somerscales, by Bond — — —	-	100	0	C
To the Estate of Percy Markham, Esquire, deceased, by Bond	-	100	0	C
To Mr. John Story, by Bond	-	100	0	C
To Mrs. Jane Jenkinson, by Bond		100	0	C
To Mr. William Needham, by Bond	-	100	0	0
To Mr. Thomas Young, by Bond	_	100	0	6
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Brought forwards	_	8591	0	0	
To Mrs. Elizabeth Snow, by Bond	-	100	0	0	
To Mr. Edward Sturton, by Bond	_	100	0	0	
To Mrs. Elizabeth Tomline, by Bond	-	100	0	0	
To Mrs. Anne Ward, by Bond	-	100	0	0	
To Francis Parker, Esquire, by Bond	_	100	0	0	
To Mrs. Sarah Kent, by Bond	_	100	0	0	
To Mr. John Brown's Executors	_	100	0	0	
To Mr. John Story, by Bond		50	0	0	
To Mrs. Mary Marshall, by Bond	_	50		0	
To Mr. Peter Milson, by Bond	_	50		0	
To Mr. Robert Bett, by Bond	_	50		0	
To Mrs. Dowse, by Note	-	300		0	
		9791	0	-	

Jettled and unfettled Estates of Gilbert Caldecot, Esquire, with raising Money, to pay his Debts and Incumbrances; and for limiting his unsettled Estate, so charged, to the Uses of his Marriage-Settlement.

1755.]

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